

AGREEMENT NUMBER

BOC-3090

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD

CONTRACTOR'S NAME

CALIFORNIA DEPARTMENT OF CORRECTIONS

2. The term of this Agreement is: JULY 1, 2003 THROUGH JUNE 30, 2004

3. The maximum amount of this Agreement is: \$ 340,446
Three hundred forty thousand four hundred forty six dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work 3 Page(s)

Exhibit B – Budget Detail and Payment Provision 1 Page(s)

* Exhibit C – General Terms and Conditions GIA 101 12/01
(Number) (Dated)

Exhibit D – Special Terms and Conditions 1 Page(s)

Exhibit E – Duty descriptions 7 Page(s)

**View at www.dgs.ca.gov/contracts*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CALIFORNIA
Department of General Services
Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

CALIFORNIA DEPARTMENT OF CORRECTIONS

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

CATHERINE CLOSE, INTERIM EXECUTIVE OFFICER

ADDRESS

630 "K" STREET, SACRAMENTO, CA 95814

☐ Exempt per _____

EXHIBIT A
SCOPE OF WORK

1. Definitions:

- a. For the purpose of this Interagency Agreement, "victim" shall be defined as a person who is to receive restitution by order of a California criminal Court.
- b. For the purpose of this Interagency Agreement, "offender" shall be defined as an inmate and/or a parolee making restitution payments.

2. California Department of Corrections (hereinafter "CDC") agrees to:

- a. Assign up to six full-time CDC staff, including two to three AGPA/SSA's, one Assistant Admin Assistant, 1 Accountant, and one Associate Admin Analyst to mutually agreed upon duties and restitution collection activities as described in Exhibit D.
- b. Initiate direct order collections in accordance with Penal Code Section 1202.4 for Victim Compensation Program claims in which the Board has paid benefits on behalf of a victim.
- c. Transfer to the Board the administrative fee on all direct order collections. The Board agrees to bill the CDC for administrative fees every six months. The CDC agrees to remit payment of administrative fees to the Board within 120 days of receiving the Board's bill.
- d. Transfer monthly to the Board restitution fine money collected for deposit into the Restitution Fund. The CDC shall transfer monthly to the Board restitution order money collected for deposit in the Restitution Fund. If the restitution is owed to a person or entity other than the Board, the Board will disburse the money to the person or entity, pursuant to Penal Code Section 2085.5. The CDC shall provide the Board with identifying victim information for all restitution order money collected. "Identifying victim information" shall include the name of each victim, current address, social security number, date of birth, telephone number, court-ordered restitution amount, and balance due.
- e. Provide the Board with offender information for each restitution fine and order collected including offender name, date sentenced, offense, date of offense, CDC number, county of commitment, date of birth, social security number, case number(s), and last known address.
- f. Send, unless compelling reasons are cited by the Court at the time of sentencing, correspondence to the sentencing court seeking clarification on incomplete, incorrect or unclear restitution fines and orders, including notifying the sentencing court where: 1) the court has failed to impose a parole fine; 2) failed to order restitution; and 3) issued a TBD and has failed to modify it and impose an amount of restitution. Further, CDC will inform the court that under Penal Code section 1202.46, the court, on its' own motion may seek to correct

EXHIBIT A

SCOPE OF WORK

the sentence. The CDC will send copies of the documented effort to the Board and maintain a data file of all correspondence sent to courts pursuant to this section.

- g. Meet quarterly with the Board to review the work performed under this Interagency Agreement.
- h. Provide the Board verified victim and offender information, as defined in “d,” “e,” and “f”, above, with the monthly remittance in the data type agreeable to both agencies.
- i. Not collect on fines or direct orders where the fine or order amount is not specified or has not yet been determined as shown in court documents in the CDC possession.
- j. Actively collect on either direct orders (with specified amount and a written request for collection) or fines at all times from inmates until all outstanding obligations are satisfied.
- k. Continue the standardized procedure of reporting to the Board those parolees discharged from parole and CDC supervision still owing restitution. The CDC agrees to report data in a format that separates outstanding fines from victim orders as part of the reporting process. The Board and CDC will jointly develop a means to notify each other when offenders are returned to CDC custody and of the status of any collections the Board has successfully performed when not in CDC custody.
- l. Coordinate and conduct joint outreach and training efforts with the Board to increase restitution fines, parole fines, the imposition of restitution orders, the modification of TBDs, and other issues that relate to consistent and proper ordering of court ordered crime victim restitution. On the 1st of each month, the CDC will provide to the Board an updated training calendar of scheduled training and shall contact Board staff prior to conducting training events to attempt to schedule joint training. Nothing in this section shall be construed to mean that CDC training cannot proceed without a Board representative in attendance.
- m. Consult with the Board on a regular basis with regard to data sharing issues, including status and nature of strategic IT development projects.
- n. Exchange with the Board quarterly status reports depicting project outcome to date.
 - 1. The CDC report will include:
 - A. The number of offenders and collection amounts forwarded to the Board for disbursement to victims for inmates and parolees for the quarter.

EXHIBIT A

SCOPE OF WORK

- B. A report on each county's performance in regards to restitution order impositions.
- C. Information on any new trends, problems or concerns with the performance of the Interagency Agreement.

2. The Board report will include:

A listing of victims whose checks have been returned because the mailing address was not valid.

- o. Provide the Board with an annual report documenting the activities and accomplishments of the staff funded through this agreement, as agreed by both parties. This report will be due by April 30, 2004.

3. The Board Agrees:

- a. That at any future point in time victims may come forward to request restitution order monies owed to them. The CDC shall verify victim information and that monies were in fact collected on their behalf and the date that monies were forwarded to the Board. The CDC shall forward such information to the Board who shall provide the restitution revenue to the victims.
- b. To disburse all direct order funds collected and transferred by the CDC with identifying victim information.
- c. In the event a payment is returned from a victim because the victim's address is incorrect, the Board will notify CDC of the returned check and request that the CDC supply a new address. If an address is obtainable within two days of the return of the letter, the CDC staff will notify the Board of the new address and update its records. The Board will then reissue the check. If the address cannot be supplied within two working days, the Board will deposit the check and await notification from the CDC that a new address has been obtained so that the money can be forwarded appropriately. If a victim notifies the CDC of a new address, the CDC shall notify the Board so that it can update its records appropriately.
- d. To provide the CDC with data regarding discharged parolee collections, as agreed by both parties.
- e. To provide up to \$340,446.00 to the CDC for up to six positions for the 2003-04 fiscal year as specified in the Interagency Agreement, to increase restitution collections in prisons, enhance communication between agencies, and analyze trends in court-ordered restitution and fines across the State.
- f. To consult with the CDC on a regular basis with regard to data sharing issues, including status and nature of strategic IT development projects.

4. The project representatives during the term of this agreement will be:

EXHIBIT A

SCOPE OF WORK

Requesting Agency: Victim Compensation & Government Claims Board	Providing Agency: CA Dept of Corrections
Name: David Shaw	Name: Terry Boheme
Phone: (916) 324-6626	Phone: (916) 358-1657
Fax: (916) 327-3897	Fax: (916) 358-2199

Direct all inquiries to:

Requesting Agency: VCGCB	Providing Agency: CA Dept of Corrections
Section/Unit: QARRD	Section/Unit: Office of Victim Svcs & Restitution
Attention: Laura Hill	Attention: Terry Boheme
Address: 630 "K" Street, Sacramento, CA 95814	Address: 1900 Alabama, Rancho Cordova, CA 95742
Phone: (916) 327-0007	Phone (916) 358-1657
Fax: (916) 327-3897	Fax: (916) 358-2199

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the Board agrees to compensate CDC for actual expenditures incurred in accordance with the attached budget.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Laura Hill, Manager, QARRD
Victim Compensation & Government Claims Board
630 "K" Street, Sacramento, CA 95814

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Payment

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site www.dgs.ca.gov/contracts.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

STAFFING REQUIREMENTS

CDC agrees to ensure that there is sufficient staff to perform the services required under this agreement. If at anytime there is a substantial change in personnel, assignment or duties for a position funded by this interagency agreement, CDC shall notify the Board in writing within two weeks of any such change. Further, CDC shall provide to the board a quarterly accounting of the activities of the funded positions and their accomplishments. At the Board's request, CDC shall attempt to hire or reassign another qualified employee to perform the services.

The CDC agrees to notify the Board when an employee assigned to perform the functions of this agreement has been absent, or is expected to be absent, for any reason, longer than three weeks.

When the employee is on leave, including vacation, sick and annual leave, the Board will compensate the CDC for that period of time only if the employee accrued the leave during the time the staff person was assigned to perform the functions described in this agreement.

Termination

Either agency reserves the right to terminate this agreement upon thirty (30) days written notice to the other. The agency providing the services shall be reimbursed all reasonable expense incurred up to the date of termination.